

Message Text

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TAGS: PLOS
SUBJECT: LAW OF THE SEA - U.S. STATEMENT ON TRANSFER OF
TECHNOLOGY

1. BEGIN TEXT: STATEMENT BY THE REPRESENTATIVE OF THE
UNITED STATES ON ARTICLE 151 OF THE ICNT AND ON
TRANSFER OF TECHNOLOGY. APRIL 17, 1978.

- ON ONE POINT AT LEAST--THE TITLE OF ARTICLE 151--THERE
SEEMS TO BE GENERAL AGREEMENT. THE ARTICLE IS A GENERAL
DESCRIPTION OF THE SYSTEM OF EXPLOITATION, AND
ITS TITLE SHOULD REFLECT THAT FACT. WE SHOULD NOTE,
HOWEVER, THAT THERE ARE MANY OTHER PROVISIONS ALSO
DEALING WITH THE SYSTEM OF EXPLOITATION, IN PARTICULAR
ANNEX II. IT IS THE TOTALITY OF THESE PROVISIONS THAT
GIVES MEANING TO THE BRIEF DESCRIPTION OF THE SYSTEM IN
ARTICLE 151, AND, THUS, IT MIGHT REASONABLY BE SUGGESTED
THAT THE PHRASING OF ARTICLE 151 CAN BEST BE SETTLED AT
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THE END OF THE NEGOTIATION--AFTER THE DETAILS HAVE BEEN
SETTLED. HOWEVER, IT IS MY IMPRESSION FROM THE DISCUSSION
OF THIS ARTICLE DURING THE INTERSESSIONAL MEETING IN
NEW YORK THAT WE ARE CLOSE TO AGREEMENT ON THE TEXT OF
ARTICLE 151, AND WE THEREFORE PREFER TO MAKE AN EFFORT
NOW TO FIND OUT WHETHER THAT IS, INDEED, THE CASE.
HOWEVER, IF THIS SHOULD TURN OUT TO BE A FALSE HOPE AND

OUR EFFORTS AT FINDING A GENERALLY ACCEPTABLE COMPROMISE ARE STALLED, THEN WE WOULD RECOMMEND THAT WE TURN TO THE DETAILS, PERHAPS BEGINNING WITH TECHNOLOGY TRANSFER, AND RETURN TO ARTICLE 151 AFTER IT IS CLEAR THAT THE DETAILS OF THE SYSTEM OF EXPLOITATION HAVE BEEN WORKED OUT.

- THERE ARE FIVE CHANGES THAT MY DELEGATION WOULD DESIRE IN ARTICLE 151. THEY ARE THE FOLLOWING:

FIRST, IN PARAGRAPH 1 EITHER DELETE THE PHRASE, "BY THE AUTHORITY" OR CHANGE THE PHRASE "CARRIED OUT" TO "ADMINISTERED" OR "ORGANIZED AND CONTROLLED". IT IS SIMPLY UNTRUE TO SAY THAT ACTIVITIES IN THE AREA WILL BE CARRIED OUT ONLY BY THE AUTHORITY, AND I DO NOT THINK WE WOULD WISH TO IMPLY THAT ONLY THOSE ACTIVITIES THAT ARE CARRIED OUT BY THE AUTHORITY ITSELF ARE BEING CARRIED OUT ON BEHALF OF MANKIND AS A WHOLE.

SECOND, IN PARAGRAPH 2 AND 3 THE PHRASE "ON THE AUTHORITY'S BEHALF" SHOULD BE DELETED OR REVISED SO THAT IT DOES NOT IMPLY THAT MINING CONTRACTORS ARE ACTING AS AGENTS OF THE AUTHORITY. THEY WILL ACT PURSUANT TO AUTHORIZATION BY THE AUTHORITY AS EXPRESSED IN CONTRACTS WITH THE AUTHORITY, BUT WE CERTAINLY DO NOT UNDERSTAND THAT TO MEAN THAT THEY BECOME LEGALLY ITS AGENTS SO THAT THE AUTHORITY BECOMES RESPONSIBLE FOR THEIR ACTS OR THEY

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BENEFIT FROM ITS PRIVILEGES AND IMMUNITIES. THE AUTHORITY WOULD BE WELL ADVISED TO AVOID AN AGENCY RELATIONSHIP WHICH WOULD GREATLY COMPLICATE THEIR AFFAIRS WITHOUT BENEFIT TO EITHER PARTY. WE HAVE NO OBJECTION TO WORDS OR PHRASES DESIGNED SIMPLY TO SYMBOLIZE THE CENTRAL ROLE OF THE AUTHORITY IN REPRESENTING THE INTERESTS OF MANKIND IN THE COMMON HERITAGE. INDEED, SUCH WORDS AND PHRASES MAY SERVE A USEFUL PURPOSE, BUT WE SHOULD CHOOSE THEM CAREFULLY SO AS NOT TO HAVE UNINTENDED LEGAL CONSEQUENCES. WE SHALL BE HAPPY TO EXPLORE WAYS OF DOING THIS.

THIRD, IN SUBPARAGRAPH (II) OF PARAGRAPH 2 (AND, BY THE WAY, I HOPE THIS NEGOTIATING GROUP WILL BE ABLE TO BRING A BIT MORE COHERENCE AND CONSISTENCY TO THE NUMBERING AND LETTERING OF TEXTS THAT WE FIND IN THE ICNT), IT WILL COME AS NO SURPRISE THAT WE WANT TO DELETE THE LAST PART OF SUBPARAGRAPH (II), THAT IS, ALL AFTER THE WORD "FOREGOING". ALTERNATIVELY, THIS PHRASE COULD BE REPLACED BY A PHRASE SUCH AS "WHICH MEET THE STANDARDS PRESCRIBED BY ANNEX II FOR QUALIFIED APPLICANTS". DOUBTLESS THOSE STANDARDS WILL INCLUDE A WILLINGNESS TO UNDERTAKE IN THE

CONTRACT THE OBLIGATIONS REQUIRED BY THE CONVENTION, BUT WE BELIEVE IT IS IMPORTANT TO AVOID THE IMPLICATION OF THE ICNT TEXT THAT, BEFORE A PROSPECTIVE MINER CAN RECEIVE A CONTRACT HE MUST SATISFY THE AUTHORITY THAT HIS PROPOSED "CONTRIBUTIONS" OF TECHNOLOGY AND RESOURCES ARE SATISFACTORY TO THE AUTHORITY. SUCH A PROVISION WOULD APPEAR TO CONTEMPLATE THE DONATION OF TECHNOLOGY AND OTHER RESOURCES TO THE AUTHORITY BY THE PROSPECTIVE CONTRACTOR AND CREATES THE SPECTRE THAT THE AUTHORITY MAY REFUSE CONTRACTS UNTIL IT IS SATISFIED WITH THE GIFTS OFFERED IT. THAT IS NOT THE TYPE OF SYSTEM TO WHICH WE COULD BE A PARTY. IT MAY BE REASONABLE TO REQUIRE A CONTRACTOR, AFTER HE HAS BECOME A CONTRACTOR, TO SELL

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HIS TECHNOLOGY TO THE ENTERPRISE ON REASONABLE COMMERCIAL TERMS (I SHALL DISCUSS THIS ISSUE IN MORE DETAIL IN A FEW MINUTES), BUT WE CANNOT PLACE A PROSPECTIVE CONTRACTOR IN THE POSITION OF HAVING TO BUY HIS CONTRACT BY GIFTS OF TECHNOLOGY.

FOURTH, THE FINAL SENTENCE OF PARAGRAPH FOUR SHOULD EITHER BE DELETED AS REDUNDANT OR SHOULD INCLUDE A CROSS REFERENCE TO ARTICLE 139 WHERE THE RESPONSIBILITIES OF STATE PARTIES ARE SET FORTH.

AND FINALLY, PARAGRAPHS 7, 8, AND 9 ARE NOT DESCRIPTIONS

OF THE SYSTEM OF EXPLOITATION AND THUS SHOULD BE MOVED FROM ARTICLE 151 TO OTHER ARTICLES. WE WOULD SUGGEST THAT PARAGRAPH 7 BE INCORPORATED IN ARTICLE 143, WHICH DEAL WITH SCIENTIFIC RESEARCH IN THE AREA, THAT PARAGRAPH 8 BE INCORPORATED IN ARTICLE 144, WHICH DEALS WITH TRANSFER OF TECHNOLOGY, AND THAT PARAGRAPH 9 EITHER BE INCORPORATED IN ARTICLE 158 (XII) WHICH ALSO DEALS WITH TH UNCLASSIFIED

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THE EQUITABLE SHARING OF BENEFITS, OR BE MADE A NEW, SEPARATE ARTICLE. WE WOULD ALSO HAVE NO DIFFICULTY WITH THE SUGGESTION OF THE DISTINGUISHED DELEGATE OF TRINIDAD AND TOBAGO TO CREATE A SEPARATE SECTION ON THE FUNCTIONS OF THE AUTHORITY.

- SINCE THESE THREE PARAGRAPHS ARE TO BE DEALT WITH SOMEWHERE IN THE TEXT OF PART XI, IT MIGHT BE APPROPRIATE FOR ME TO INDICATE WHAT CHANGES WE WOULD LIKE TO SEE IN THEM, WHENEVER THEY APPEAR. FIRST, IN PARAGRAPH 7, WE COULD NOT AGREE THAT THE AUTHORITY SHOULD HAVE THE RIGHT "TO HARMONIZE AND COORDINATE" RESEARCH CONCERNING THE AREA AND ITS RESOURCES. MOREOVER, WE SEE NO NEED TO REQUIRE THE AUTHORITY TO CARRY OUT RESEARCH ITSELF, BUT WE THINK IT SHOULD BE AUTHORIZED TO DO SO. SECOND, IN PARAGRAPHS 8 AND 9, AND, INDEED, THROUGHOUT THE TEXT, REFERENCES TO STATES AND COUNTRIES SHOULD BE CHANGED TO "STATES PARTIES". ARE WE SERIOUSLY GOING TO CONSIDER HAVING THE AUTHORITY PROVIDE BENEFITS, WHETHER THEY BE TECHNOLOGY UNDER PARAGRAPH 8 OR OTHER BENEFITS UNDER PARAGRAPH 9, TO STATES THAT HAVE REFUSED TO ACCEPT THE CONVENTION OR DIRECTLY TO SUCH BODIES AS SELF-GOVERNING TERRITORIES OR LIBERATION MOVEMENTS? SUCH A SYSTEM WOULD SCARCELY SEEM DESIGNED TO PROMOTE THE BROADEST POSSIBLE ACCEPTANCE OF THE CONVENTION. WE SHALL HAVE ENOUGH TROUBLE INDUCING ALL STATES TO BECOME PARTIES TO THIS CONVENTION; LET'S AVOID PROVISIONS THAT WILL DESTROY ALL INCENTIVE.

- LET ME TURN NOW TO THE RELATED SUBJECT OF TECHNOLOGY TRANSFER. I GAINED THE IMPRESSION DURING THE INTER-SESSIONAL MEETING IN NEW YORK THAT EARLY AGREEMENT ON THE TEXT OF ARTICLE 151 WAS IMPEDED BY MISTRUST OF THE UNCLASSIFIED

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INTENTIONS WITH RESPECT TO TECHNOLOGY TRANSFER OF THE STATES WHOSE COMPANIES ARE PRESENTLY MOST INTERESTED IN

DEEP SEABED MINING. THERE OBVIOUSLY WAS A CONCERN THAT OBJECTIONS TO DEALING WITH TECHNOLOGY TRANSFER IN ARTICLE 151 MIGHT MASK AN INTENTION TO TRY TO ESCAPE THE SUBJECT ENTIRELY. AS FAR AS MY GOVERNMENT IS CONCERNED, AT ANY RATE, I CAN ASSURE YOU THAT THIS IS NOT THE CASE, BUT I CAN ALSO UNDERSTAND THAT, UNTIL WE DISCUSS TECHNOLOGY TRANSFER IN DETAIL, THESE WORRIES CANNOT ENTIRELY BE DISPELLED. DOUBTLESS A SIMILAR PERCEPTION INSPIRED THE DANISH AND BRITISH STATEMENTS IN THIS GROUP LAST FRIDAY, BECAUSE OTHERWISE ARTICLE 151 SEEMS A STRANGE PLACE TO TRY TO SETTLE TECHNOLOGY TRANSFER. IN THE HOPE THAT IT WILL HELP TO PROMOTE AGREEMENT ON ARTICLE 151 AND, MORE IMPORTANTLY, THAT IT WILL HELP TO ELIMINATE MISUNDERSTANDING AND GIVE RISE TO A NEW SENSE OF COOPERATION AND DEDICATION TO THE COMMON EFFORT TO MAKING THE DUAL SYSTEM OF ACCESS WORKABLE, I WOULD LIKE TO SKETCH OUT NOW THE POSITION OF THE UNITED STATES ON SEABED MINING TECHNOLOGY TRANSFER.

WITH RESPECT TO PROCEDURE, WE BELIEVE THAT TECHNOLOGY TRANSFER SHOULD BE NEGOTIATED AS A PACKAGE--HOPEFULLY SOON. IT WOULD BE UNDERSIRABLE TO NEGOTIATE ARTICLE 144 BY ITSELF, OR ANNEX II, PARAGRAPH 4(C) (II) BY ITSELF, OR THE THIRD COMMITTEE ARTICLES 274 AND 275 BY THEMSELVES. ON THE CONTRARY, THE TRANSFER OF SEABED MINING TECHNOLOGY SHOULD BE DEALT WITH AS A WHOLE. TO THIS END, WE SUGGEST THAT THE CHAIRMAN OF THIS GROUP, AT AN APPROPRIATE TIME, MIGHT PRESENT TO US FOR CONSIDERATION REVISED TEXTS OF ARTICLE 144 AND OF THOSE PARTS OF ANNEX II THAT RELATE TO TECHNOLOGY TRANSFER SO THAT WE SHALL HAVE A SINGLE BASIS FOR THE COHERENT NEGOTIATION OF THE ISSUE. WE HOPE THAT THE REVISED DRAFT OF ARTICLE 144 WOULD INCLUDE MUCH OF THE SUBSTANCE OF

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ARTICLE 274 AND 275. ALTHOUGH THESE LATTER ARTICLES ARE UNDER THE JURISDICTION OF THE THIRD COMMITTEE, MUCH OF THEIR SUBSTANCE BELONGS IN PART XI. AFTER WE HAVE DECIDED ON OUR TEXTS, THE THIRD COMMITTEE CAN DECIDE WHETHER TO MAINTAIN, MODIFY OR DELETE ITS ARTICLES ON THIS SUBJECT, AND THE FINAL COORDINATION WILL, OF COURSE, BE LEFT TO THE PLENARY AND TO THE DRAFTING COMMITTEE.

- TURNING TO THE SUBSTANTIVE ASPECTS OF TECHNOLOGY TRANSFER, THERE ARE MANY SIGNIFICANT POINTS TO NOTE, BUT THE FIRST AND MOST BASIC IS ITS RELEVANCE TO OUR BASIC AND CURRENT TASK OF MAKING THE DUAL SYSTEM OF ACCESS WORKABLE- ONE CLEAR REQUIREMENT FOR THE VIABILITY OF THE ENTERPRISE IS THAT IT HAVE REASONABLE ASSURANCE THAT IT WILL BE ABLE TO ACQUIRE THE TECHNOLOGY IT NEEDS TO OPERATE. THE MOST IMPORTANT ELEMENT IN THIS ASSURANCE IS MONEY, AND ONE MAY EVEN ARGUE THAT MONEY IS THE ONLY SIGNIFICANT ELEMENT; GIVEN ADEQUATE FINANCIAL

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RESOURCES, THE ENTERPRISE CAN OBTAIN THE TECHNOLOGY IT NEEDS AND DESIRES WITHOUT ANY HELP FROM THE PRIVATE CONTRACTORS.

- DESPITE THE FORCE OF THIS ARGUMENT, WE UNDERSTAND WHY IT IS WIDELY FELT THAT THESE CONTRACTORS SHOULD BE OBLIGATED TO HELP THE ENTERPRISE ACQUIRE ITS TECHNOLOGY, AND WE ARE PREPARED TO ACCEPT THAT TYPE OF OBLIGATION. BY HELP, I DO NOT MEAN THE DONATION OF TECHNOLOGY--ITS CONTRIBUTIONS FOR LESS THAN FAIR MARKET VALUE--BUT RATHER HELP IN THE SENSE THAT THE CONTRACTOR MUST BE OBLIGATED TO SELL IT TO THE ENTERPRISE FOR A FAIR PRICE AND ON REASONABLE, NEGOTIATED TERMS AND CONDITIONS TO THE EXTENT THAT HE OWNS IT AND MUST FACILITATE ITS ACQUISITION BY THE ENTERPRISE AT A FAIR PRICE TO THE EXTENT THAT HE DOES NOT OWN IT.

- AS OTHERS HAVE SAID, THE TECHNOLOGY TO BE TRANSFERRED WITH RESPECT TO SEABED MINING CONSISTS OF BOTH EQUIPMENT AND KNOW-HOW. EQUIPMENT CAN BE ACQUIRED BY THE ENTERPRISE BY PURCHASE OR LEASE, OR THE PATENT RIGHTS

CAN BE ACQUIRED FOR ITS MANUFACTURE. KNOW-HOW, ON THE OTHER HAND, CAN BE ACQUIRED ONLY THROUGH A TRAINING PROGRAM--BY HIRING STAFF WITH THE REQUISITE MANAGEMENT AND TECHNICAL ABILITY AND BY ARRANGING FOR THE ADVANCED AND SPECIALIZED TRAINING OF THAT STAFF.

- THERE CAN BE NO QUESTION BUT THAT THE MOST EFFICIENT WAY TO KNOW-HOW FROM PRIVATE COMPANIES IS FOR THE ENTERPRISE TO ENGAGE IN JOINT VENTURES WITH THESE COMPANIES. SUCH JOINT VENTURES SHOULD BE ENCOURAGED TO THE MAXIMUM EXTENT FEASIBLE BY BEING MADE ECONOMICALLY ATTRACTIVE. I SEE NO REASON WHY THIS SHOULD NOT BE DONE
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FOR BOTH RESERVED AND NON RESERVED AREAS. IN ADDITION, TRAINING PROGRAMS OUTSIDE THE AMBIT OF JOINT VENTURES CAN ALSO BE UNDERTAKEN; SERVICE CONTRACTS CAN BE CONCLUDED, AND INDEPENDENT TECHNICAL EXPERTS AND TEACHERS CAN BE HIRED. WITH RESPECT TO A QUESTION BY THE DISTINGUISHED REPRESENTATIVE OF SINGAPORE, I WOULD NOTE THAT CONTRACTORS WILL PROBABLY FIND IT MUCH EASIER TO CARRY OUT TRAINING OF PERSONNEL FROM THE ENTERPRISE AFTER THEIR PROJECT IS WELL UNDERWAY, RATHER THAN AT THE OUTSET.

- THE PROBLEM FACING THE ENTERPRISE IS NOT LIKELY TO BE ONE OF CONVINCING RELUCTANT CONTRACTORS TO SELL IT THEIR TECHNOLOGY; RATHER THE ENTERPRISE WILL HAVE TO BE CAUTIOUS WITH ITS SCARCE FINANCIAL AND PERSONNEL RESOURCES. THE ENTERPRISE WILL NOT LIKELY WANT TO BUY TECHNOLOGY FROM EVERY CONTRACTOR OR FROM EVERY INDEPENDENT SELLER OF TECHNOLOGY WHO FINDS HIS WAY TO ITS DOOR. THE ENTERPRISE WILL WANT TO BUY THE BEST, THAT IS, WHAT IT CONCLUDES AFTER EVALUATION IS BEST FOR IT. THE JOINT VENTURE SYSTEM SEEMS IDEALLY DESIGNED TO PROVIDE THE OPPORTUNITY FOR COMPARATIVE EVALUATIONS OF THE DIFFERENT TECHNOLOGIES.

- WE MUST ANTICIPATE THAT THE SEVERAL MINING CONTRACTORS WILL BE BUYING AND SELLING TECHNOLOGY AMONG THEMSELVES AND BUYING FROM INDEPENDENT ENGINEERING FIRMS WHICH DO NOT THEMSELVES ENGAGE IN MINING. ONE CANNOT PREDICT WITH ANY CERTAINTY WHETHER, AFTER TEN OR FIFTEEN YEARS OF MINING EXPERIENCE, ONE TECHNOLOGY WILL HAVE TAKEN OVER THE INDUSTRY OR WHETHER SEVERAL WILL REMAIN IN USE CONCURRENTLY, BUT IT SEEMS CLEAR THAT THE ENTERPRISE WILL WISH TO BE CAUTIOUS IN ITS COMMITMENTS TO TECHNOLOGY DURING THE EARLY YEARS.

- IN DESIGNING TREATY PROVISIONS ON TECHNOLOGY TRANSFER,

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IT MUST BE RECOGNIZED THAT NOT ALL CONTRACTORS WILL BE
IN A POSITION TO SELL ALL THE TECHNOLOGY THEY USE TO
THE ENTERPRISE. A CONTRACTOR MAY, FOR EXAMPLE NOT HAVE
INVENTED THE TECHNOLOGY AND MAY BE ONLY A
LICENSEE FROM THE INVENTOR, OR PARTS OF THE EQUIPMENT
OR TECHNOLOGY MAY HAVE BEEN PURCHASED FROM OTHERS. ONE
CAN IMAGINE, FOR EXAMPLE,--AND THIS IS PURELY HYPO-
THETICAL--A MINING CONTRACTOR WHO USES A SUCTION HEAD
INVENTED BY HIMSELF, COUPLED WITH AN ELECTRONIC SCANNING
SYSTEM PURCHASED COMMERCIALY FROM, LET US SAY, RCA,
ALL ATTACHED TO A SUCTION HOSE DESIGNED AND PATENTED
BY A FRENCH MANUFACTURER, CONTROLLED BY A SYSTEM DESIGNED
BY HONEYWELL. THIS IS NOT A FARFETCHED EXAMPLE, AND
IT COULD INDEED PROVE TO BE SIMPLER THAN THE FACTS.
IN ANY EVENT, IT MEANS THAT, FOR THE WHOLE SYSTEM TO BE
ACQUIRED BY THE ENTERPRISE, IT WILL HAVE TO CONCLUDE
A SERIES OF CONTRACTS, LEASES AND TRAINING AGREEMENTS
WITH A NUMBER OF COMPANIES.

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- MOST OF THE FIRMS THAT HAVE THIS EQUIPMENT AND KNOW

HOW WILL BE ONLY TOO HAPPY TO SELL IT TO THE ENTERPRISE, AND THE REAL PROBLEM FOR THE LATTER SHOULD BE, NOT TO FIND A WILLING SELLER, BUT TO DECIDE PRUDENTLY WHAT TO BUY. THIS WILLINGNESS TO SELL SHOULD BE TRUE EVEN OF MINING FIRMS WHICH WILL, IN A SENSE, BE IN COMPETITION WITH THE ENTERPRISE, FOR SUCH SALES LOWER THEIR COSTS AND INCREASE THEIR PROFITS. THE ONLY SITUATION IN WHICH THIS MIGHT NOT BE TRUE WOULD BE ONE IN WHICH THE ENTERPRISE HAD SO MANY ADVANTAGES, THROUGH A PROSPECTED SITE, GOVERNMENT FUNDING, AND SOME HAVE EVEN SUGGESTED, TAX EXEMPTIONS, THAT THE PRIVATE MINER FOUND IT AN UNFAIR COMPETITION. I THINK THIS SITUATION IS UNLIKELY TO OCCUR, HOWEVER, BECAUSE THE STATES REPRESENTED IN THIS CONFERENCE WILL BE RELUCTANT TO GRANT PREFERENTIAL RIGHTS TO A COMMERCIAL ENTERPRISE SO FAR-REACHING AS TO HAVE THIS EFFECT.

- FOR ALL OF THESE REASONS, I CONCLUDE THAT COMPULSORY TECHNOLOGY TRANSFER IS UNNECESSARY IN ORDER TO MAKE THE ENTERPRISE VIABLE; NEVERTHELESS, IN ORDER TO GIVE EVERY ASSURANCE THAT THE PRIVATE COMPANIES WILL, IN FACT, SELL TECHNOLOGY TO THE ENTERPRISE, IT MAY BE DESIRABLE TO PROVIDE IN THE MINER'S CONTRACT WITH THE AUTHORITY AN OBLIGATION TO NEGOTIATE, AT SOME REASONABLE TIME AFTER THE CONCLUSION OF THE CONTRACT, ARRANGEMENTS BY WHICH THE TECHNOLOGY TO BE USED BY THE CONTRACTOR AND WHICH HE HAS THE RIGHT TO TRANSFER IS MADE AVAILABLE TO THE ENTERPRISE ON FAIR COMMERCIAL TERMS AND CONDITIONS IF THE LATTER SO DESIRES. FOR OTHER TECHNOLOGY WHICH IS NOT OWNED OR CONTROLLED BY THE CONTRACTOR, BUT WHICH HE USES, THERE COULD BE A CONTRACTUAL OBLIGATION TO FACILITATE ITS ACQUISITION BY THE

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ENTERPRISE.

- PLEASE FORGIVE ME FOR SPEAKING AT SUCH LENGTH, BUT I FELT IT IMPORTANT TO EXPLAIN BOTH OUR APPROACH TO ARTICLE 151 AND ITS DESCRIPTION OF THE SYSTEM OF EXPLOITATION AND THE REASONS WHY WE BELIEVE THAT, OF THE MANY PROBLEMS CONFRONTING US, THE TRANSFER OF TECHNOLOGY SHOULD BE ONE OF THE EASIEST TO SOLVE. THIS SHOULD BECOME CLEARER WHEN YOU, MR. CHAIRMAN, PRESENT US WITH A COMPREHENSIVE PROPOSAL ON TECHNOLOGY TRANSFER. IF WE ARE CORRECT IN THIS BELIEF, LET'S MOVE QUICKLY TO SOLVE THIS PROBLEM, FOR THE CONFERENCE BADLY NEEDS A SUCCESS. RICHARDSON

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